

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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Vanky Bernadeau, as next friend and guardian of
C.B., a minor,

Plaintiff,

- against -

THE CITY OF NEW YORK; NYPD YOUTH
COORDINATION OFFICER (“YCO”) TANISHA
MAYFIELD (TAX I.D. 938967); and YCO
SERGIO MENESSES (TAX I.D. 968637),

Defendants.

----- X ----- [Proposed] Judgment

25-cv-00483(NRM)(VMS)

WHEREAS, Plaintiff commenced this action by filing a complaint on January 28, 2025, alleging that Defendants violated Plaintiff’s rights under the federal constitution and state law; and

WHEREAS, on August 19, 2025, pursuant to Rule 68 of the Federal Rules of Civil Procedure, Defendants City of New York, New York City Police Department (“NYPD”) Officer Tanisha Mayfield, and Officer Sergio Meneses, and any defendant who is currently or subsequently named and hereafter represented by the Office of the Corporation Counsel in this action, offered to allow Plaintiff Vanky Bernadeau, as next friend and guardian of C.B., a minor, to take judgment against Defendant City of New York in this action for the total sum of Ten Thousand and One (\$10,001.00) Dollars, plus reasonable attorneys’ fees, expenses, and costs to the date of the offer – August 19, 2025 - for Plaintiff’s federal claims; and

WHEREAS, on September 2, 2025, Plaintiff provided the City Defendants with written notice that Plaintiff had accepted the City Defendants’ Rule 68 Offer of Judgment;

NOW, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. Pursuant to Rule 68 of the Federal Rules of Civil Procedure, Plaintiff Vancy Bernadeau, as next friend and guardian of C.B., a minor, hereby takes judgment against Defendant City of New York in this action for the total sum of Ten Thousand and One (\$10,001.00) Dollars, plus reasonable attorneys' fees, expenses, and costs to the date of the offer – that is, September 2, 2025 – for Plaintiff's federal claims against the City Defendants.

2. This judgment is in full satisfaction of all federal and state law claims or rights that Plaintiff and/or C.B. may have to damages, or any other form of relief, arising out of the alleged acts or omissions of Defendants or any official, employee, or agent, either past or present, of the City of New York, or any agency thereof, in connection with the facts and circumstances that are the subject of this action.

3. The Offer of Judgment was made for the purposes specified in Rule 68 of the Federal Rules of Civil Procedure and is not to be construed as an admission of liability by Defendants or any official, employee, or agent of the City of New York, or any agency thereof; nor is it an admission that Plaintiff and/or C.B. has suffered any damages.

4. By accepting the City Defendants' Offer of Judgment, Plaintiff releases and discharges Defendants; their successors or assigns; and all past and present officials, employees, representatives, and agents of the City of New York, or any agency thereof, from any and all claims that were or could have been alleged by Plaintiff arising out of the facts and circumstances that are the subject of this action.

5. By accepting the Offer of Judgment, Plaintiff waives Plaintiff's right to any claim for interest on the amount of the judgment.

6. By accepting the Offer of Judgment, Plaintiff agrees that the aforesaid payment of Ten Thousand and One (\$10,001.00) Dollars to Plaintiff within ninety (90) days of the date of

acceptance of the offer shall be a reasonable time for such payment, unless C.B. received medical treatment in connection with the underlying claims in this case for which Medicare has provided, or will provide, payment in full or in part. If C.B. is a Medicare recipient who received medical treatment in connection with the claims in this case, the ninety (90) day period for payment shall start to run from the date the Plaintiff submits to counsel for Defendants a final demand letter from Medicare.

7. By acceptance the Offer of Judgment, Plaintiff Vanky Bernadeau, as next friend and guardian of C.B., a minor, agrees to resolve any claim that Medicare may have for reimbursement of conditional payments it has made as secondary payer, and a Medicare Set-Aside Trust shall be created, if required by 42 U.S.C. § 1395y(b) and 42 C.F.R. §§ 411.22 through 411.26. Plaintiff Vanky Bernadeau, as next friend and guardian of C.B., a minor, further agrees to hold harmless Defendants, and all past and present officials, employees, representatives, and agents of the City of New York, or any agency thereof, regarding any past and/or future Medicare payments, presently known or unknown, made in connection with this matter.

Dated: Brooklyn, New York
_____, 2026

HON.